



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: **T09-11-00031**
Commodity Code: **Additional List; 0936-0039**
Description: **Generator On-Call Maintenance and Service Requirements for the I-10 Deck Park Tunnel**
DUE DATE: April 24, 2009 at 5:00 P.M. MST
PRE-OFFER CONFERENCE April 16, 2009 at 10:00 A.M.
Location: Tunnel Maintenance, 1309 North 3rd Street, Phoenix, Arizona 85004. **Immediately following, a site visit will be conducted at the same location, 1309 North 3rd Street. ALL OFFERORS ARE STRONGLY ENCOURAGED TO VISIT THE SITE.**
DATE POSTED: April 6, 2009
Submittal Location: Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
REPLY TO: FAX: (602) 712-3487 or E-Mail to: efarmer@azdot.gov
Responsible Procurement Officer: Ellen Farmer Phone: (602) 712-8515
"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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1.0 SCOPE OF WORK

Pursuant to the provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the Arizona Department of Transportation hereinafter referred to as the Department, intends to establish a term contract for on-call generator maintenance and service for the I-10 Deck Park Tunnel.

The work under this contract shall include all labor, equipment, and materials for generator maintenance within the I-10 Deck Park Tunnel. The Deck Park Tunnel is located between Third Avenue and Third Street in Phoenix, Arizona.

1.1 WORK LOCATION

The I-10 Deck Park Tunnel generators are located at 1309 North 3rd Street, adjacent to the Tunnel Maintenance Office.

Offerors are required to carefully examine the site of the proposed work and satisfy themselves as to the labor hours and conditions that may be involved in performing the work. Submission of an offer is prima facie evidence that the Contractor has examined the work site, understands **ALL** work requirements and is aware of all conditions that might impact work performance.

1.2 WORK DETAILS

Inspection Criteria

Inspection of the generator's **shall be conducted by the Department.** When the extent of the generator service and/or maintenance has been determined, the Department will notify the Contractor of the need and type of service to be performed.

The Department shall inspect: The converter, battery charger and inverter systems and shall also inspect the battery cabinet(s) and testing of the battery strings. Proper operation of the UPS modes shall be also be verified. This particular service shall be conducted semi-annually, annually, **or as determined by the Department.**

Ultimately, the Department shall be the sole determinater of the need and frequency of generator service.

General Requirements

The following requirements shall be adhered to **by the Contractor:**

- Change lubricating oil, lubricating oil filter, fuel filter, and oil & coolant analysis **as determined by the Department.**
- Drain the radiator anti-freeze/coolant and refill with high quality anti-freeze/coolant as directed by the Department. **The frequency of this service shall be determined by the Department.**
- Drain radiator anti-freeze/coolant and refill with high quality anti-freeze/coolant. When using Diesel Engine Anti-freeze/Coolant (DEAC), service shall be conducted **as requested by the Department, but as often as every three (3) years.** When using Extended Life Coolant (ELC), service shall be conducted **as requested by the Department.**
- Replace all coolant hoses, belts, and thermostats. Service shall be conducted **as requested by the Department, but as often as every three (3) years.**
- Conduct a two (2) hour load test at 80% of the generator nameplate rating, using resistive load bank(s) to identify malfunctions and potential problems leading to equipment failure. **This service shall be conducted annually, or unless otherwise determined by the Department.**
- Replace the starting batteries for the gensets. When using Premium High Output batteries, service shall be conducted every three (3) years. **All batteries shall be serviced annually, or unless otherwise determined by the Department.**

- Perform generator winding meggar testing to detect deterioration of generator windings, cabling insulation and/or poor lug connectors. **The frequency of this service shall be determined by the Department.**

1.3 WORK SCHEDULE

The Contractor shall be notified by the Department representative when generator maintenance and frequency of service is required. The Contractor will have three (3) days to begin work from the date of notification by the Department.

If the Contractor falls behind schedule at any time, or is unable to respond to a work request within three (3) days, a written explanation shall be submitted to the Department with the Contractor's intent of getting the work back on schedule.

Additional workers shall be assigned at no additional cost to the Department until the work is back on schedule.

The Department reserves the right to make adjustments to the scheduled work at any time to avoid conflict with highway construction or maintenance operations.

1.4 STAFFING

The Contractor must have adequate staff to perform all tasks required under this contract. If additional workers are needed to perform the required tasks, the Contractor shall provide the workers at no additional cost to the Department.

1.5 EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. The Department reserves the right to inspect the Contractor's equipment and/or vehicles at any time to ascertain their condition and acceptability.

The Contractor shall provide and maintain during the entire period of the contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract. Sufficient "backup" equipment is to be provided for uninterrupted service when equipment breakdowns occur.

All equipment shall conform to Federal, State, and Occupational Safety and Health Act laws, rules and regulations.

1.6 REPORTS

The Contractor shall contact the Department's Representative and report all work progress either verbally, via telephone, or written, via fax machine.

Mr. Jon Krueger will act as the Department's Representative and Contract Administrator:

Phone: 602-712-8881 Cell: 602-478-8571

Fax: 602-254-3538

1.7 SAFETY, SANITARY & HEALTH CONDITIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <http://www.azdoa.gov/spo/agency-resources/documents-forms/docs-forms/UTCv7.pdf> or contact Ellen Farmer at (602) 712-8515.

3.0 TERM OF CONTRACT

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve (12) months thereafter, unless terminated, cancelled or extended as otherwise provided herein.

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

3.1 CHANGES

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

3.2 EVALUATION

In accordance with the Arizona Procurement Code ARS §41-2535, **Electronic Request for Quote**, awards shall be made to the most responsible and responsive bidder whose response conforms in all material aspects to the requirements and criteria set forth in this Electronic Request for Quote.

3.3 ACCEPTANCE

Each project shall be subject to a complete inspection by the Contract Administrator's Representative. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

3.4 INVOICING

Upon satisfactory inspection and acceptance of the completed work by the Contract Administrator, an invoice shall be submitted by the Contractor.

The invoice shall include at a minimum:

- Department Contract Name and Number
- Purchase Order Number
- Location, Date and Description of Service
- Contractor's name, address and phone number
- Contractor's Representative to contact concerning billing questions
- Invoice Total

Invoices shall be sent to the following location:

**Arizona Department of Transportation
Tunnel Maintenance
1309 N. 3rd St.
Phoenix, Arizona 85004
Attn: Jon Krueger**

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of service within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE SERVICE TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

3.5 ESTIMATED QUANTITIES

The Department reserves the right to increase or decrease amounts as circumstances may require. No commitment of any kind is made concerning quantities and each potential Contractor should take that fact into consideration.

3.6 PROMPT PAYMENT DISCOUNT

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price (See Price Sheet, Attached).

3.7 PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

3.8 PRICE ADJUSTMENT

The Department will review **fully documented** requests for price increase after any contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations which makes it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

3.9 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact: Ellen Farmer, Procurement Officer, (602) 712-8515.
E-Mail Address: efarmer@azdot.gov

Following award, the Contractor shall contact the Procurement Group or the on-site Contract Administrator for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

3.10 WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

3.11 VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed **Substitute W-9, Attached**, on file with the Department's Procurement Section. No payments shall be made until the form is on file. For questions regarding this form you may contact Bonnie Hartley at (602) 712-8520.

3.12 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, MGT 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

3.13 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.14 FEDERAL IMMIGRATION AND NATIONALITY ACT

Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Sections A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.15 **INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3.16 **INSURANCE**

The Contractor shall furnish certificates similar to **Certificate of Insurance, Exhibit 1**, inclusive of the following requirements to the Department. Certificate(s) shall be received within five (5) calendar days of notification of tentative award by the Procurement Officer and prior to contract execution.

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000

- Personal and Advertising Injury \$ 500,000
- Fire Legal Liability \$ 25,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Each Occurrence \$ 500,000

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **State of Arizona, Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, ATTN: Ellen Farmer**, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) similar to **Certificate of**

Insurance, Exhibit 1, as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **State of Arizona, Arizona Department of Transportation, Procurement Group, 1739 West Jackson Street, Suite A, Phoenix, AZ 85007, ATTN: Ellen Farmer**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

3.17 **SAFETY STANDARDS**

The Contractor shall submit one (1) copy of their company Safety Plan at the post award meeting. The Safety Plan shall comply with the requirements of OSHA and the State Occupational Safety Standards. The safety plan will be reviewed by the Department's Safety Office.

All employees working within the State Right-of-Way will be required to wear PPE (Personal Protection Equipment) consisting of: Hard hat, safety vest (Type III), eye protection and safety toed shoes.

The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation. The Department shall be notified immediately of any incidents or conditions relative to public health or safety. The Department shall be notified immediately of any incidents or conditions relative to public health or safety.

3.18 **CONTRACTOR'S RESPONSIBILITIES**

Contractor Requirements

The Contractor shall carry on the operation in such a manner that he does not damage landscaping, utilities, highway markers, or other structures within the tunnel area. The Contractor must also protect all the video cameras, fire detection and alarm systems, air quality sensors, telephones, and signs during service operations. In the event damage occurs to state-owned property by reason of these service operations, the Contractor shall be responsible to replace or repair the same at no cost to the State and as directed by Department. If damage caused by the Contractor has to be repaired or replaced by the Department, the cost of such work shall be deducted from the Contractor's payments.

Contractor's Employees

All persons engaged in performance of work under this contract shall be, unless otherwise approved by the Department, direct bona fide employees of the Contractor and shall not be leased employees, sub-Contractors, or independent Contractors. The Department may require verification of the nature of employment of the employees. This requirement is not intended to preclude the use of sub-contractors for specialty services.

All Contractor's employees shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate Contractor's equipment and are properly trained in its' use.

All Contractor's employees shall be in compliance with all OSHA and other State, Federal and Local regulatory agency requirements.

The Contractor shall provide mentally alert, physically fit, adequately trained and qualified employees to ensure contracted services progress in a safe, orderly and timely manner.

The Contractor shall provide an adequate number of qualified and experienced employees to complete the work.

No visitors, spouses or children of the Contractor's employees will be allowed in the work locations during working hours unless they are bona fide employees of the Contractor.

Employees and other individuals are prohibited from having firearms or weapons in their possession while on duty or performing the contracted services as stated herein.

Parking of employee (personal) vehicles within the right-of-way will not be permitted.

Supervision

The Contractor shall provide the Department with the names and telephone numbers of all On-Site Technician. An On-Site Technician shall be in the work area at all times when work operations are taking place. The On-Site Technician shall have authority to make decisions concerning day-to-day operations and shall assist the Department's appointed representative in making on-site inspections and in coordinating other operational requirements. The On-Site Technician shall be competent in all matters relating to the specific job tasks, including required licenses and certifications, traffic control plans, devices, and services required under this contract.

The On-Site Technician shall possess a means of communications with the Department in advance of and while performing any work under this contract. This form of communication may be cellular telephone or mobile radio.

The Contractor's On-Site Technician and additional personnel as deemed necessary by the Contract Administrator or their designated representative must be literate and fluent in the English language. This is not meant to require that all Contractor personnel speak, read and write English. Some tasks may require only the On-Site Technician, crew leader or a crewmember to speak, read and write English. Other activities that involve contact and interaction with the public will require that more workers speak English.

This requirement is necessary due to the following reasons that include but are not limited to:

- Warnings of emergencies and hazards.
- Response to traveler's inquiries.
- Response to law enforcement authorities, ambulance, etc.
- Preparation of reports.
- Communication with Department personnel.

Due to the significance of the above listed reasons, the English requirement is being made with the intent that communications between the Contractor's employees, Department personnel and the public will be understood.

A copy of this contract and any amendments thereto shall be in the possession of the On-Site Technician at all times when performing work under this service contract.

Removal of Contractor's Employees:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the Contractor remove from the job, covered by this contract, employees who endanger person(s) or property or whose continued employment under this contract is inconsistent with the interest of the Department.

3.19 DEPARTMENT RESPONSIBILITIES

The Department shall decide all questions that may arise as to the quality and acceptability of any work performed under the contract.

The Department shall notify the Contractor, verbally and in writing, of any deficiencies found within the contract limits. If deficiencies are noted, a copy of a completed deficiency report will be generated to the Contractor.

The Department shall immediately suspend the Contractor's operations when work performance is observed in violation of safety rules, regulations or practices. Violations may be considered grounds for termination of the contract.

3.20 SUSPENSION OF WORK

The Department may cease maintenance operations if Department personnel determine there is a failure of the Contractor's equipment, or Special Events or other circumstances beyond control. **The Department will reimburse the Contractor for mobilization costs as reflected on the invoice due to these circumstances.**

In the event that suspension of work occurs other than specified above, the Contractor is responsible for the costs incurred **and shall not** bill the Department for any added expenses.

The Contract Administrator or Contract Administrator's Representative shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices. Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

3.21 POST AWARD CONFERENCE

After award of this contract, the Contractor will be required to participate in a Post Award Conference with the Department for the purpose of ensuring a complete understanding of the requirements of the contract.

3.22 PRICE SHEET

Pricing for the resultant contract will be determined by the **Price Sheet, Attached**, in accordance with the Electronic Request for Quote, and this section.

On-Call Generator Maintenance shall be **paid per call-out** and includes all labor, equipment, and materials, to complete the services during regular hours and/or after hours, under this contract.

Technician and Laborer shall be **paid by the hour** to perform all maintenance and service requirements.

Repairs and Extra Work shall be **paid by the hour** for any **additional maintenance** and service that may be required during regular hours and/or after hours, under this contract.

3.23 LICENSES, PERMITS, CERTIFICATIONS, FEES

Contractor and any subcontractor shall, at their expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees and comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

Contractor shall be licensed through Arizona Registrar of Contractors for the type of work to be performed. Contractors providing other services which are not licensed through Arizona Registrar of Contractors shall be licensed in accordance with the requirements of Arizona Law. Contractor shall submit copies of the appropriate licenses with the Bid Package.

4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <http://www.azdoa.gov/spo/agency-resources/documents-forms/docs-forms/UTCv7.pdf> or contact Ellen Farmer at (602) 712-8515.

5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all the following required information to the location and time indicated on page one (1) of the solicitation.

Responses may be faxed to: (602) 712-3487, Attention: Ellen Farmer or E-Mailed to: efarmer@azdot.gov. Responses must be in writing and signed.

PRICE SHEET ■ SIGNED OFFER & CONTRACT AWARD SHEET ■ SUBSTITUTE W9 ■ CONTRACTOR AND SUBCONTRACTOR(S) LICENSE(S) ■ NON-COLLUSION AFFIDAVIT

Upon Contract Award, the following shall be submitted: ■ COPY OF COMPANY SAFETY PLAN

5.1 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

5.2 FEDERAL IMMIGRATION AND NATIONALITY ACT

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.



STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION
 PROJECT TITLE: Generator; On-Call Maintenance & Service for I-10 Deck Park Tunnel
 CONTRACT NUMBER: T09-11- 00031

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
INSURED	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED State of Arizona Arizona Department of Transportation 1739 W. Jackson Street, Suite A Phoenix, AZ 85007	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY _____ SIGNATURE DATE: _____
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PRICE SHEET

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

SOLICITATION NO. T09-11-00031

GENERATOR MAINTENANCE FOR THE I-10 DECK PARK TUNNEL

Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
1	On-Call Generator Maintenance/ Service (Normal Hours) Monday thru Friday 8:00 a.m. to 5:00 p.m.	3	Per Call Out	\$ _____	\$ _____
2	On-Call Generator Maintenance/ Service (Emergency) After normal work hours – Nights, Weekends and State observed Holidays	1	Per Call Out	\$ _____	\$ _____
3	Technician	20	Hour	\$ _____	\$ _____
4	Laborer	100	Hour	\$ _____	\$ _____
5	Repairs and Extra Work (Normal Hours) Monday thru Friday 8:00 a.m. to 5:00 p.m.	50	Hour	\$ _____	\$ _____
6	Repairs and Extra Work (Emergency Hours) After normal work hours – Nights, Weekends and State observed Holidays	50	Hour	\$ _____	\$ _____

TOTAL GROSS OFFER \$ _____

Quantities indicated are for estimating purposes only and are not intended to indicate the actual quantities which may be required.

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.

_____ % Arizona Sales Tax, State & City

Company Name

Company Representative

IF PAYMENT IS MADE WITHIN _____ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY _____ %

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson, Room 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. **T09-11-00031**

Submit this form with an original signature to the State.

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number:

No.:

Federal Employer Identification

No.:

For clarification of this offer, contact:

Printed Name

Offeror's (Company Name

Email Address

Address

Company Email Address

City

State

Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.R.S. 41-2535.

Signature of Person Authorized to Certify Status as Small Business

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

Generator On-Call Maintenance and Service Requirements for the I-10 Deck Park Tunnel

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this _____ day of _____ 2009

Ellen Farmer

As Procurement Officer and not personally



State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to a n Arizona state agency;

AND

3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

● **Type of Request** (Must select at least ONE)

<input type="radio"/> New Request	<input type="radio"/> New Location (Additional Mail Code)	<input type="radio"/> Change (Select the type(s) of change from the following:
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<input type="checkbox"/> Tax ID	<input type="checkbox"/> Legal Name	<input type="checkbox"/> Entity Type	<input type="checkbox"/> Minority Business Indicator
<input type="checkbox"/> Main Address Information	<input type="checkbox"/> Remittance Address	<input type="checkbox"/> Contact	

● **Taxpayer Identification Number (TIN) (Provide ONE Only)**

Social Security Number (SSN)	-	-	-	OR Employer Identification Number (EIN)	-	-
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● **Entity Name** Must Provide Legal Name (*Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.)

Legal Name*	
-------------	--

● **Entity Type** Must select one of the following (Coding (X#) is for internal purposes only)

<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (61) <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C) <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G)	<input type="radio"/> State of Arizona employee (1E) STATE HRIS EIN <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation providing health care medical or legal services (5M) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) <input type="radio"/> Other: Tax Reportable Entity (5P) Description <input type="radio"/> Other: Tax Exempt Entity (5H)
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● **Minority Business Indicator** Must select one of the following (Coding (X#) is for internal purposes only)

<input type="radio"/> Small Business (01) <input type="radio"/> Small Business- African American (23) <input type="radio"/> Small Business- Asian (24) <input type="radio"/> Small Business- Hispanic (25) <input type="radio"/> Small Business- Native American (27) <input type="radio"/> Small Business- Other Minority (05) <input type="radio"/> Small, Woman Owned Business (06) <input type="radio"/> Small, Woman Owned Business- African American (29) <input type="radio"/> Small, Woman Owned Business- Asian (30)	<input type="radio"/> Small, Woman Owned Business- Hispanic (31) <input type="radio"/> Small, Woman Owned Business- Native American (33) <input type="radio"/> Small, Woman Owned Business- Other Minority (11) <input type="radio"/> Woman Owned Business (03) <input type="radio"/> Woman Owned Business- African American (17) <input type="radio"/> Woman Owned Business- Asian (18) <input type="radio"/> Woman Owned Business- Hispanic (19) <input type="radio"/> Woman Owned Business- Native American (21) <input type="radio"/> Woman Owned Business- Other Minority (08)	<input type="radio"/> Minority Owned Business- African American (04) <input type="radio"/> Minority Owned Business- Asian (32) <input type="radio"/> Minority Owned Business- Hispanic (74) <input type="radio"/> Minority Owned Business- Native American (15) <input type="radio"/> Minority Owned Business- Other Minority (02) <input type="radio"/> Non-Profit, IRC § 501(c) (88) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00) <input type="radio"/> Individual, Non-Business (00)
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○ **Main Address** Where tax information and general correspondence is to be mailed

DBA/Branch/Location
Address
City
State
Zip code

○ **Remittance Address** Where payment is to be mailed ☐ Same as Main

DBA/Branch/Location
Address
City
State
Zip code

● **Vendor Contact Information**

Name	Title
Phone #	Email
Ext.	
Fax	

● **Certification** ☐ **Exempt from backup withholding**

1. Under Penalties of perjury, I certify that:

2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND

3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature	Title	Date

STATE OF ARIZONA AGENCY USE ONLY – Agency Authorization

VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN	Print Name	Signature	

AGY		Title		Phone #		Email		Date	
STATE OF ARIZONA <u>GAO</u> USE ONLY					VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE				
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	Vendor Number				Processed by		Date Processed	
<input type="checkbox"/> HRIS	<input type="checkbox"/> GAO-03	<input type="checkbox"/> Other							

GAO-W-9 Revised 04/2008

NON-COLLUSION AFFIDAVIT

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement

1739 West Jackson, Room 100P

Phoenix, Arizona 85007-3276

Phone: (602) 712-7211

SOLICITATION NO. T09-11-00031

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss
County of)

(Affiant)

the _____
(Title)

of _____
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

(Title)

Subscribed and sworn to before me this

_____ Day of _____, 20____

Signature of Notary Public in and for

the County of _____

State of _____

Contractors and authorized subcontractors are required to abide by all applicable OSHA 29 CFR 1910 and 1926 Regulations. A copy of the OSHA STANDARDS should be obtained by the contractor and authorized subcontractors and maintained on the project. Contractors and authorized subcontractors must have a company Safety Manual/Plan in conjunction with an employee safety handbook. These documents will be reviewed by the Administrator, ADOT Safety and Health Section, as stated in the Specifications.

The following suggestions are provided for your consideration in preparing your Safety plan. This information is not intended to cover all hazards a contractor or authorized subcontractors may encounter during the course of the project. Special hazards will require special abatement techniques and/or attention.

Contractors and authorized subcontractors are responsible for all arrangements for services pertaining to Doctor, Hospital, Fire Department, Police and Emergency Services which may be required should an incident occur at the jobsite during the contract period. Each contractor and authorized subcontractor is responsible for First Aid training, treatment and maintenance of records pertaining to their employees.

Each contractor and authorized subcontractors will designate a competent person as a Safety Supervisor/Leader. This designated competent person will be responsible for conducting safety meetings, maintaining job site housekeeping, and conspicuously posting of all emergency information.

Each contractor and authorized subcontractors is responsible for any required training, documentation of training and certification of all employees in the performance of their duties.

Each contractor and authorized subcontractors will maintain a copy of the Occupational Safety and Health Administration Regulation Part 29 CFR 1910 and/or 1926 on site and make it available upon request. Each contractor and authorized subcontractors will exhibit a program for the safe performance of tasks as well as safe operation of equipment in accordance with the manufactures specifications and Occupational Safety and Health Regulations.

As a further suggestion, for assistance in preparing your safety plan, contact the Industrial Commission of Arizona located at 800 West Washington Street, Phoenix, Arizona or your Worker's Compensation insurance carrier.

SAFETY PLAN OUTLINE

Page 2 of 3

Contract Name/Location/Number: _____

1. Contractor Safety Officer Assigned to Project:

Name: _____
Address: _____

Phone: _____

2. Contractor Corporate Safety Director:

Name: _____
Address: _____

Phone: _____

3. Contractor Corporate Safety Philosophy Pertaining to Project:

4. Contractor Accident Prevention Program:

5. Contractor Safety Training and Education Program:

6. Contractor Medical/First Aid Services Program:

7. Contractor Fire Prevention/Protection Program:

8. Contractor Personal Protection Equipment Program:

9. Contractor Personal Health/Hygiene Program:

10. Contractor Accident Reporting of Recordables/Fatalities:

11. Contractor OSHA Inspections Record:

SAFETY PLAN INSTRUCTIONS

Page 3 of 3

Item No. 1 Fill in appropriate blanks as indicated. A resume of the assigned safety officer should accompany completed plan. Resume should indicate officers experience in construction safety pertaining to requirements of this project.

Item No. 2 Fill in name, address and phone number of Corporate Safety Director.

Item No. 3 State Corporate Safety Philosophy pertaining to project.

Item No. 4 Provide a copy of Accident Prevention Manual, Employee Safety handbook and method of documenting employees received and read same. Describe safety monitoring methods, procedure for prohibiting use of machinery, tools, material or equipment which is not in compliance. Provide method of verifying qualified equipment/machinery operators. Describe or submit a copy of Hazardous Material Handling Program. (This program shall outline methods and procedures for handling hazardous materials should a spill occur during the refueling process or other circumstances.)

Item No. 5 Describe method(s) employees will be instructed in the recognition of hazards, avoidance of unsafe conditions and documentation procedures of same. Submit a copy of or describe Hazardous Material Communication Program. In the event of encountering "Confined/Enclosed Space Entry Program". Explain or provide a copy of contractor "Trenching & Excavation Program".

Item No. 6 Submit "Emergency Action Plan" stating First Aid Services and provisions for providing medical care to employees. List telephone numbers for medical services to be utilized. List person(s) who have a valid certificate in First Aid training from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence. State method of communicating context of "Emergency Action Plan" to employees, where "Plan" will be located for employee reference in time of emergency, "Medical Supplies" will be located and contents of "Emergency Medical Kits".

Item No. 7 Describe fire protection and prevention program to be utilized throughout all phases of the construction, repair, alteration, or demolition work.

Item No. 8 Describe Personal Protection Program that is required by contractor of its' employees and subcontractors' employee in general application and any personal protection items that are unique to the project. Explain method contractor will use to monitor employee owned equipment to assure its adequacy, including proper maintenance and sanitation.

Item No. 9 Provide information as to health and sanitation to be provided for employee of contractor and subcontractors. This applies to Potable Water/Non-Potable Water, toilets, sewerage/non-sewerage and a sanitation methods of same.

Item No. 10 Explain methods of reporting Recordable Injuries/Fatalities, of contractor/subcontractor personnel, on a monthly basis to ADOT Contract Administrator and ADOT Safety and Health Section, immediately.

Item No. 11 Describe policy of handling OSHA Inspections on the project. ADOT Contract Administrator and ADOT Safety and Health Section shall be notified, immediately that an OSHA Compliance Officer is on the project. Information as to the outcome of any such inspection shall be passed on to ADOT Resident Engineer and ADOT Safety and Health Section in a timely manner.

Should there be any questions concerning information required, contact ADOT Safety and Health Section at (602) 712-7744.

